

**BY:** Daniel a. Schnapp, Esquire (DS-3484)  
100 PARK AVENUE, SUITE 1500  
NEW YORK, NEW YORK 10016  
(212) 878-7900

*Attorneys for Plaintiff*

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

JOEL S. ARIO, in his official capacity as  
Acting Insurance Commissioner of the  
Commonwealth of Pennsylvania, as statutory  
Liquidator of RELIANCE INSURANCE  
COMPANY (IN LIQUIDATION)

Plaintiff,

Civil Action No. 07 CIV 8452

v.

NOVAPRO RISK SOLUTIONS, LP f/k/a  
WARD NORTH AMERICA HOLDING, INC.  
d/b/a WARD NORTH AMERICA, INC.

Defendant.

**PLAINTIFF'S RULE 26(a) INITIAL DISCLOSURES**

Pursuant to Rule 26(a)(1) of the Federal Rules of Civil Procedure, Plaintiff, Joel S. Ario, in his official capacity as Acting Insurance Commissioner of the Commonwealth of Pennsylvania, as statutory Liquidator of Reliance Insurance Company (In Liquidation) ("Reliance"), makes the following initial disclosures.

**CONDITIONS**

1. All disclosures are made without waiving or intending to waive, but on the contrary preserving and intending to preserve:

a. All objections as to competency, relevance, materiality, privilege and admissibility as evidence for any purpose in subsequent proceedings or the trial of this or any other action;

b. The right to object on any grounds at any time to the use of any of these disclosures or documents and information obtained as a result of these disclosures, or the subject matter thereof, in any subsequent proceeding for the trial of this or any other action;

c. The right to object on any grounds at any time to a demand for further disclosures involving or relating to the subject matter of these disclosures; and

d. The right, at any time, to revise, correct, supplement, clarify and/or amend the disclosures set forth herein.

2. The information set forth below reflects Reliance's present knowledge, based upon the review and investigation of the facts to date. This review and investigation is continuing and Reliance reserves the right to amend and/or supplement the disclosures contained herein as may be necessary or appropriate in the future as the discovery of additional or further information may warrant.

## **I. IDENTITY OF INDIVIDUALS**

Pursuant to Fed. R. Civ. P. 26(a)(1)(A), Reliance identifies the following individuals whom Reliance believes are likely to have discoverable information that Reliance may use to support Reliance's claims or defenses:

1. Geralyn Cargulia, Assistant Vice President, Data Integrity Manager, Reliance Insurance Company (in Liquidation) has knowledge of the nature of Reliance's claims and damages;

2. Representatives of NovaPro Risk Solutions, LP f/k/a Ward North America

Holding, Inc. d/b/a Ward North America, Inc. (“NovaPro”) have knowledge of the nature of Reliance’s claims and NovaPro’s alleged defenses.

3. Liz Nelson, Senior Vice President of Ward North America, Inc. has knowledge of the April, 1999 Claims Service Agreement between Reliance Insurance Company of Illinois, Reliance Insurance Company of California and Ward North America, Inc. attached as Exhibit “B” to the Complaint.

4. Neil J. Lentino, Vice President, Reliance National has knowledge of the April, 1999 Claims Service Agreement between Reliance Insurance Company of Illinois, Reliance Insurance Company of California and Ward North America, Inc. attached as Exhibit “B” to the Complaint.

5. All persons who signed any of the various Claims Service Agreements between Reliance Insurance Company and NovaPro beginning in or about 1998 and continuing thereafter, pursuant to which NovaPro acted as a third party administrator on behalf of Reliance.

Reliance reserves the right to call expert and other witnesses: (1) not yet required to be identified pursuant to the Federal Rules of Civil Procedure and Orders of this Court; (2) identified in disclosure statements, future discovery or depositions not yet taken; or (3) identified as a result of ongoing investigations and discovery. Reliance reserves the right to call any potential witnesses identified by NovaPro, whether now or in the future. In so doing, Reliance does not admit the relevance or admissibility of any such witness testimony. Reliance also reserves the right to call any witness for rebuttal purposes.

## **II. DESCRIPTION OF DOCUMENTS**

Pursuant to Fed. R. Civ. P. 26(a)(1)(B), Reliance provides the following general description of documents in the possession, custody or control of Reliance which Reliance may use to support Reliance's claims or defenses:

1. October 3, 2001 Commonwealth Court of Pennsylvania Order of Liquidation attached as Exhibit "A" to the Complaint.
2. Claims Service Agreements between Reliance Insurance Company and NovaPro beginning in or about 1998 and continuing thereafter, pursuant to which NovaPro acted as a third party administrator on behalf of Reliance, a representative sample of which is attached as Exhibit "B" to the Complaint.

Reliance expressly reserves the right to amend this list in the event that further materials become available.

## **III. COMPUTATION OF DAMAGES**

Pursuant to Fed. R. Civ. P. 26(a)(1)(C), Reliance claims damages in excess of \$250,000, plus pre-judgment and post-judgment interest on all funds due to Reliance from NovaPro, attorneys' fees and costs incurred in connection with this action.

## **IV. INSURANCE**

Not applicable.

Dated: New York, New York  
January 11, 2008

**FOX ROTHSCHILD LLP**

By: /s/ Daniel A. Schnapp  
Daniel A. Schnapp (DS 3484)  
100 Park Avenue, Suite 1500  
New York, NY 10017  
Phone: (212) 878-7900  
Facsimile: (212) 692-0940  
E-mail: dschnapp@foxrothschild.com  
*Attorneys for Joel S. Ario, in his official  
capacity as Acting Insurance  
Commissioner of the Commonwealth  
of Pennsylvania, as Statutory Liquidator  
of Reliance Insurance Company (In  
Liquidation)*

Of Counsel:  
Gerald E. Arth  
Cheryl A. Garber  
FOX ROTHSCHILD LLP  
2000 market Street, Tenth Floor  
Philadelphia, PA 19103  
Phone: (215) 299-2000